

a. Pricing Terms and Conditions as agreed to are listed below:

Awarded Special Item Number(s) & Maximum Order	A-9 (\$100,000) and A-11(\$100,000)
Basic Discount	2%
Basic Discount (covered drug "Dual Pricing")	Not Applicable
Quantity Discount (Per SIN)	None
Payment Terms	Net 30days
Minimum Order	1 Box
Standard Delivery Time	5 Business days
Expedited Delivery Time	2 Business days, if order is received by 2pm EST. Ordering facilities pays the difference between normal and expedited shipping charges.
FOB Point(s)	FOB Destination, 48 states including D.C and Point of Exportation (POE) to Alaska, Hawaii and Puerto Rico
Warranty Provision	Myelotec warrants and implies that the items delivered hereunder are merchantable, fit for use for the particular purpose and will be free from defects in material and workmanship for a period of one year after date of acceptance. Myelotec will replace, at its options, all parts found defective within the period with cost of replacement, including shipping charge, to be borne by the Myelotec. Under no circumstances will any equipment covered by this warranty be returned without (a) advance written notice to the Myelotec, or (b) obtaining shipping instructions from the Myelotec.
Installation	N/A
Training	No training offered. Telephone support is available from 9am-5pm EST Monday-Friday (800) 574-1633. Free of charge
Annual Rebate	None
Credit Card Acceptance	Yes, the offeror accepts credit cards Yes, will accept cc orders at or above \$3,000
Rental/Lease Agreement	N/A
Service Agreement	N/A
Commercial Price List	Myelotec Commercial Price list January 1, 2012
No Awards	None

b. Returns Good Policy

RETURN GOODS POLICY MYELOTEC, INC.

Myelotec, Inc. (Myelotec) will accept Valid Returns of Products, for exchange or credit, up to one (1) year from the date of purchase. All returns must be accompanied by a copy of the original Purchase Order, invoice, and detailed explanation for return. All returns are subject to Myelotec approval. Myelotec will only accept returns from customers who have purchased products directly from Myelotec, or through an authorized Myelotec distributor.

VALID RETURNABLE ITEMS

- Products within one (1) year of their purchase date with copies of original PO and Invoice.
- Products that are damaged in transit or with concealed damage, reported to Myelotec within 10 days of receipt and accompanied by signed statement with details of damage;
- Products shipped in error by Myelotec, if reported to Myelotec within 5 days of receipt and returned within 30 days
- Discontinued, withdrawn or recalled merchandise
- Only product purchased directly, or from an authorized Myelotec distributor, is eligible for credit or exchange

NON-RETURNABLE ITEMS (NO CREDIT or EXCHANGE)

All products other than listed above shall be deemed "not returnable". Non-returnable products include, without limitation:

- Products returned without required documentation
- Products labeled, marked, coded, dated, damaged, soiled or adulterated in any way
- Products sold on a non-returnable basis
- Products provided free of charge as samples
- Products damaged or deteriorated due to conditions beyond manufacturer control, such as improper storage or handling (heat, cold, or exposed to fire, smoke, or water)
- Product not in sealed original container or partial container as distributed by Myelotec
- Products that are more than 12 months past the original purchase date
- Products that have been discontinued more than 6 months
- Product involved in distressed, sacrifice, fire or bankruptcy sale
- Product purchased or otherwise obtained in violation of any Federal, State, or local law or regulation
- Returns that exceed 90 days from date of Return Authorization
- Products received with concealed damages not reported within 10 days

PROCEDURE FOR RETURNING PRODUCTS

Customer will contact Myelotec Customer Service to obtain a Return Material Authorization (RMA) form. Upon validation by Myelotec Customer Service that the item requested to be returned is eligible, Myelotec will send the form to the customer for completion. Customer must ship Returned Products to Myelotec accompanied with the completed RMA form. Any product return without the required documents will not receive credit, will not be accepted for return, and will be destroyed by Myelotec or returned to the customer at customer expense.

Transportation and insurance charges on all returned merchandise are the responsibility of the customer except when due to Myelotec error, as determined by Myelotec. Merchandise cannot be sent via US mail. It must be traceable in the event a package is lost or damaged in transit.

TERMS OF RETURN POLICY

- All returns will be an account credit memo, or exchange of goods, based on the net purchase price and actual amount paid evidenced by the PO and Invoice. No cash refunds.
- Myelotec distributors are prohibited from picking up or transporting products for return.
- Myelotec reserves the right to destroy, without recourse, all returned merchandise.
- Myelotec will deduct the value of the return from the sales volume subject to volume rebate.
- Myelotec will deduct any discount applied to the invoice at the time of purchase from the credit memo issued for returned product.
- No deductions from any invoice are allowed by customer. Credit memos will be issued.

EFFECTIVE DATE: April 12, 2011



As of 1-1-2012
Commercial Price List

Product #	Description	Price	Units per box
2010	3.0mm Video Guided Catheter	\$3,250	5
2033	3.3mm Video Guided Catheter	\$3,350	5
2017	NaviCath Steerable Catheter Kit	\$895	5
3000E	0.9mm Flexible fiber optic Endoscope (10k pixel)	\$3,200	1
3010	1.2mm Flexible fiber optic Endoscope (15k pixel)	\$3,300	1
3030	1.3mm Flexible fiber optic Endoscope (30k pixel)	\$4,500	1
3126	Myelotec ACMI/ Olympus Light Guide	\$575	1
3136	Myelotec Storz Light Guide	\$575	1
3146	Myelotec Wolf/Dyonics Light Guide	\$575	1
4001	Epiduroscopy Access Kit	\$550	5
4002	Epiduroscopy Access Kit	\$300	5
4003	Epiduroscopy Introducer Set	\$360	5
4007	Epiduroscopy Introducer Set	\$250	5

NOT
AWARDED
with this
contract

Minimum order is 1 box

Richard Wunderlich
President and CEO